

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION .....		PAGE 1 OF 40	
2. CONTRACT NO.		3. AWARD/EFFECTIVE .....		4. ORDER NUMBER		5. SOLICITATION HQ0013-06-R-0008	
7. FOR SOLICITATION INFORMATION		a. NAME LISA DAVIS				b. TELEPHONE NUMBER (No Collect Calls) 703-604-0893	
6. SOLICITATION ISSUE 21-Jul-2006		8. OFFER DUE DATE/LOCAL 12:00 PM 21 Aug 2006		9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON LISA DAVIS 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202  TEL: 703-604-0893 FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 485113 SIZE STANDARD:\$6.5M	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO DEFENSE SECURITY COOPERATION AGENCY- CISA 201 12TH STREET SUITE 203 ARLINGTON VA 22202- TEL: 703-604-0893 FAX: 703-602- .....		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
17b. CHECK IF REMITTANCE IS DIFFERENT AND SUCH ADDRESS IN		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BELOW IS <input type="checkbox"/> SEE					
19. ITEM	20. SCHEDULE OF SUPPLIES/ OFFEROR'S	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER			31c. DATE SIGNED		
30b. NAME AND TITLE OF OFFEROR (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

AUTHORIZED FOR LOCAL  
PREVIOUS EDITION IS NOT  
USABLE

STANDARD FORM 1449 (REV  
Prescribed by GSA  
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 40

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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FAR (48 CFR) 53.212



## Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK**Performance Work Statement (PWS)****Transportation Services****1.0 Relevant Background.**

The Defense Security Cooperation Agency (DSCA) has the responsibility for acquiring services and supplies for (3) three Department of Defense regional centers for security studies located in or adjacent to the Fort McNair military installation in Washington, D.C.: The Near East South Asia Center for Strategic Studies (NESA Center); The Africa Center for Strategic Studies (Africa Center); and The Center for Hemispheric Defense Studies (CHDS). Each center conducts events (seminars, conferences, etc.) in the Washington, D.C. metropolitan area and requires shuttle bus, van, and limousine services to transport event participants to and from scheduled activities.

The mission of the NESA Center is to enhance stability in the Near East and in South Asia region by providing an academic environment where strategic issues can be addressed, understanding deepened, partnerships fostered, defense-related decision-making improved, and cooperation strengthened among military and civilian leaders from the region and the United States. The NESA Center is responsible for developing civilian and military specialists from the Near East and in South Asia region by providing professional seminars designed to meet the needs of mid-to-upper level military and civilian officials in the national security policy and strategy planning divisions of governments in the NESA region.

The Africa Center conducts a comprehensive program of seminars, symposia, conferences, research, and outreach activities designed to promote good governance and democratic values in the African defense and security sectors. Africa Center events unite senior African, European, and American military officers, civilian officials, elected officials, private citizens, and representatives of intergovernmental organizations in activities designed to generate critical thinking about Africa's security challenges.

The CHDS mission is to provide education and to conduct outreach, research, and knowledge-sharing activities on defense and international security policy-making with military and civilian leaders of the Western Hemisphere. CHDS seeks to advance international security policy and defense decision-making processes, foster partnerships and promote effective civil-military relations in democratic societies. CHDS seeks to contribute to a cooperative international security environment and mutual understanding of priority U.S. and regional defense and international security policy issues.

**1.1 Objective.**

The contractor shall provide bus, van, and limousine transportation services in and around the Washington, D.C. metropolitan area as specified in task orders issued from time to time under an indefinite-delivery indefinite-quantity contract for the three regional centers in support of various events (conferences, seminars, courses, symposia, etc.) Individual task orders will specify details of required services such as dates, types of vehicles needed, locations and times of passenger pickup and drop off.

Contractors must adhere to the terms of the Surface Deployment and Distribution Command (SDDC) DoD Military Bus Agreement (MBA) and addendum standards, terms, and conditions. Contractors must be DoD approved carriers or in the process of obtaining SDDC approval prior to performing any task orders under the contract. Contractors must remain a DoD approved carrier for the duration of the contract.

Carriers wishing to transport DOD passengers must apply for SDDC Military Bus Agreement program approval. Applicants must have a minimum of one year of operating and passenger transportation experience. Carriers must submit application information to the SDDC approving office. The MBA can be viewed on the SDDC website at <http://www.sddc.army.mil/sddc/Content/Pub/494//busagree.pdf>.

## **1.2 Scope.**

This PWS will outline the transportation services required to facilitate the overall objectives of the regional centers' transportation needs. The contractor shall provide vehicles and drivers in support of events conducted by the NESACenter, Africa Center and CHDS.

## **1.3 Definitions.**

**Performance Requirements.** This contract expresses performance requirements in the following manner: Each performance requirement may contain the three elements below. In each case, the elements taken together constitute a performance requirement.

**Performance Objectives**-are statements of the outcome or results expected of the contractor.

Performance objectives specify what is to be done; they do not specify how it is to be done.

**Performance Standards**-are the targeted levels of required acceptable performance for determining the accomplishment of specific performance objectives.

**Performance Measures**-are the methods to be used by the Government to monitor or assess how well the contractor performs objectives.

### **Use of Performance Measures and Standards**

Not every performance objective in this solicitation has a related performance standard or measure. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a performance standard or measure, the standard or measure is inferred to be in accordance with U.S. statutory provisions and DoD instructions, directives, and policy guidance. When specified, performance standards and measures may be used to achieve a variety of goals, including the collection of data to test the practicality of a performance standard, the identification of a performance standard of less than 100 percent compliance, emphasis on the most critical performance objectives, the collection of data to support quality assurance and remedies (including the evaluation of past performance and for discussions at appropriate meetings), and other similar goals. Task orders subsequently issued under the contracts resulting from this solicitation will include performance objectives, standards, and measures.

## **2.0 Contractor provided bus/van/limousine transportation services**

### **Performance Objective No. 1 (CLIN 0001), bus transportation services**



The Contractor shall provide safe, reliable, and comfortable passenger bus transportation services to transport more than 16 event attendees to and from regional center events in the Washington, D.C. metropolitan area (including surrounding areas of Virginia and Maryland).

**Performance Standard:**

Performance of bus transportation services must be safe, reliable, and delivered on time by courteous personnel using clean, comfortable, mechanically sound equipment in compliance with MBA standards.

**Performance Measure:**

Performance will be measured through periodic inspection by task order contracting officers or contracting officers' representatives (CORs) for timeliness, cleanliness, and personnel courtesy using quality assurance questionnaires. Compliance with equipment standards, safety standards, and insurance standards shall be measured by inspection as provided in the MBA.

**Performance Objective No. 2 (CLIN 0002), van transportation services**

The Contractor shall provide safe, reliable, and comfortable passenger van transportation services to transport up to 16 event attendees to and from regional center events in the Washington, D.C. metropolitan area (including surrounding areas of Virginia and Maryland).

**Performance Standard:**

Performance of van transportation services must be safe, reliable, and delivered on time by courteous personnel using clean, comfortable, mechanically sound equipment in compliance with MBA standards.

**Performance Measure:**

Performance will be measured through periodic inspection by task order contracting officers or contracting officers' representatives (CORs) for timeliness, cleanliness, and personnel courtesy using quality assurance questionnaires. Compliance with equipment standards, safety standards, and insurance standards shall be measured by inspection as provided in the MBA.

**Performance Objective No. 3 (CLIN 0003), limousine transportation services**

The Contractor shall provide safe, reliable, and comfortable passenger limousine transportation services to transport up to 16 event attendees to and from regional center events (including to and from airports) in the Washington, D.C. metropolitan area (including surrounding areas of Virginia and Maryland).

**Performance Standard:**

Performance of limousine transportation services must be safe, reliable, and delivered on time by courteous personnel using clean, comfortable, mechanically sound equipment in compliance with MBA standards.

**Performance Measure:**

Performance will be measured through periodic inspection by task order contracting officers or contracting officers' representatives (CORs) for timeliness, cleanliness, and personnel courtesy using quality assurance questionnaires. Compliance with equipment standards, safety standards, and insurance standards shall be measured by inspection as provided in the MBA.

**3.0 Problem areas.**

The Government and Contractor shall bring any potential problems or issues affecting contractor performance to the attention of the Contracting Officer immediately. The Contracting Officer enters all performance issues and problems into the Past Performance Information Management System (PPIMS).

**4.0 Description and Use of Government Furnished Information (GFI),  
Government Furnished Equipment (GFE)**

No Government Furnished Equipment will be made available to contractors for performance of this contract. The Government will provide any necessary instructions or information in conjunction with individual task orders.

**5.0 Contract Type.**

Contracts awarded to offerors responding to this solicitation will be indefinite-delivery indefinite-quantity (IDIQ) contracts with firm fixed rates for each offered type of transportation service. DSCA anticipates making multiple contract awards to 3 transportation service providers (each contractor must provide all 3 types of required transportation services (buses, vans, and limousines).. Task orders issued to IDIQ contract awardees for services to support specific events will be firm-fixed-price orders.

**6.0 Period of Performance.**

The total duration of this IDIQ contract shall not exceed 60 months. Each task order shall have a period of performance specified for that individual task order.

The Period of Performance for the basic contract is as follows:

Base Year: 15 Sep 2006 – 14 Sep 2007  
Option Year 1: 15 Sep 07 – 14 Sep 08  
Option Year 2: 15 Sep 08 – 14 Sep 09  
Option Year 3: 15 Sep 09 - 14 Sep 10  
Option Year 4: 15 Sep 10 – 14 Sep 11.



## **7.0 Performance.**

7.1 Place: The Contractor shall perform activities in and around the Washington DC Metropolitan area (including Washington, D.C., Virginia, and Maryland).

## **8.0 Preferred Software Applications for Contractor-Provided Information**

The agency employs Microsoft Word, Microsoft PowerPoint, Microsoft Excel, and Lotus Notes to process information. Contractor deliverable data and correspondence provided electronically to the agency must be provided in formats compatible with these software applications.

## **8.0 Government Responsibilities**

Task orders will be issued under this contract by the Defense Security Cooperation Agency (DSCA). DSCA is hereafter defined as the Delegated Ordering Authority (DOA).

Only warranted Contracting Officers within the DOA are authorized to place orders within the terms of the contract and within the scope of their authority. They are not authorized to make changes to the contract terms. Ordering Contracting Officers' authority is limited to the individual orders. The Ordering Contracting Officer is responsible for requesting, obtaining, and evaluating proposals, and for obligating funds for orders issued.

Order Contracting Officer's Representatives (CORs) will be designated by letter of appointment from the Ordering Contracting Officer. The Order COR serves as the focal point for all task activities, and is the primary point of contact with the contractors. The Order COR provides technical guidance in direction of the work, but the Order COR is not authorized to change any of the terms and conditions of the contract or order.

## **9.0 Government Obligation**

The Government is obligated only to the extent of the funds obligated on each of the task order(s) issued under the basic contract.. All orders issued against these IDIQ contracts are subject to availability of funds.

## **10.0 Estimated Value**

The minimum value of this IDIQ contract (base year + four option years) shall be \$300.00. The maximum value of this IDIQ contract (base year + four option years) shall not exceed \$5,000,000.00 over the total period of 60 months. Each of the (3) three awardees shall be guaranteed a minimum quantity of \$100.00 to ensure binding of the contract.

## **11.0 Ordering Procedures**

### **11.1. General.**

a. Ordering under the contracts is authorized to meet the needs of the DSCA, NESA Center, Africa Center, and CHDS.

### **11.2. Pricing**

a. All task orders awarded, on a Fixed Priced basis, will be priced in accordance with the pricing set forth in the Rates Tables in the contract.

### 11.3. Ordering

- a. An appropriate order form (DD Form 1155) or (SF 1449) shall be issued for each Task Order.
- b. At a minimum, the following information shall be specified in each Task Order awarded:
  - 1) Date of order, contract number, and order number
  - 2) Point of contact (COR name), commercial telephone and facsimile number and e-mail address
  - 3) Ordering Contracting Officer's commercial telephone number and e-mail address
  - 4) Description of the services to be provided, including contract item number and description, quantity, unit prices, and delivery or performance schedule. The performance work statement (PWS) should be attached; the contractor's proposal may be incorporated by reference.
  - 5) Address of place of performance.
  - 6) Accounting and appropriation data and Contract Accounting Classification Reference Number (ACRN) (DFAS requires an ACRN(s) on all orders.)
  - 7) Invoice and payment instructions, if not specified in the contract.
  - 8) Any other pertinent information or instructions.

### 11.4. Fair Opportunity to be Considered.

- a. In accordance with FAR 16.505, each awardee under a multiple award contract must be provided a fair opportunity to be considered for each order over \$2,500, except as provided for in paragraph 11.6 below.
- b. In addition, all DoD orders for services exceeding \$100,000 shall be placed on a competitive basis, unless a waiver has been documented (see paragraph 11.6, below). A Task Order Request shall be provided to all multiple award contractors, including a description of work to be performed and the basis upon which the selection will be made. (Ref: Section 803 of the National Defense Authorization Act for FY 2002, implemented by DFARS 216.505-70).
- c. The competitive process for awarding Task Orders is described below.

### 11.5. Task Order Award Process

- a. Task Order Request. The Requiring Activity prepares the Task Order Request package. As a minimum, the package should contain the following:
  - (1) Performance Work Statement (PWS). Performance-based orders must be used to the maximum extent possible as required by FAR 37.102. See Chapter 3, Performance Based Contracting for further information.
  - (2) Funding Document . Task Orders are funded by the requiring activity.
  - (3) Independent Government Cost Estimate (IGCE). The IGCE will assist the Ordering Contracting Officer to determine the reasonableness of a contractor's price and technical proposals. The IGCE is for GOVERNMENT USE ONLY and should not be made available to contractors.



(4) Basis for Task Order Award. The Ordering Contracting Officer, in conjunction with the requiring activity, develops the evaluation criteria that form the basis for Task Order award.

b. Proposal Preparation Request. The Ordering Contracting Officer will issue a proposal request to all contractors, unless a waiver has been documented (see paragraph 11.6, below). The request will include the Performance Work Statement, instructions for submission of a technical and price proposal and criteria/basis for award.

(1) A submission date of 3 calendar days, after issuing a Task Order request, will be established for receipt of proposals. Contractors are required to submit within that period, unless a longer period is established in individual requests. Upon mutual agreement between the contractor and the Government, a shorter proposal time may be established.

(2) The contractors are required to submit a proposal upon request of the Ordering Contracting Officer. If unable to perform a requirement, the contractor shall submit a "no bid" reply in response to the proposal request. All "no bids" shall include a brief statement as to why the contractor is unable to perform.

c. Evaluation and Award

(1) The Government will evaluate the contractor's technical and price proposal in accordance with the selection criteria. After evaluation, negotiations may be held. Otherwise, the Government will issue a task order to the contractor whose proposal is most advantageous to the Government. After the technical proposals have been received and evaluated, an authorized official from the requiring activity will document the results. A memorandum documenting the technical evaluation is signed and forwarded to the Ordering Contracting Officer, for their review and approval. This memorandum can also be used to document an exception to the Fair Opportunity process for competing the requirement, if an exception applies. The Ordering Contracting Officer reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved.

(2) The Ordering Contracting Officer's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1, except for a protest that an order increases the scope, period, or maximum value of the contract. The DSCA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered for each order, consistent with the procedures in the contract. The designated Ombudsman is identified in paragraph 11.7 below.

11.6. Fair Opportunity to be Considered Exemptions. As provided in FAR 16.505(b)(2) and DFARS 216.505-70(b)(1), the Ordering Contracting Officer may waive the requirement for competition if a written determination is made that one of the following circumstances applies:

(a) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays. Justification should identify when the effort must be completed and describe the harm to the Government caused by any delay.

(b) Only one such awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized. Use of this exception requires a justification as to why the supplies or services that are being requested are in fact truly unique and that none of the other contractors are able to provide the requested service.

(c) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(d) It is necessary to place an order to satisfy a minimum guarantee. The guaranteed minimum for each contractor is \$100.00 for the base period only. Each contractor is permitted to have an order placed under the IDIQ contract to satisfy the minimum guarantee.

(e) A statute expressly authorizes or requires the purchase be made from a specified source. Note: This exception applies only to orders for services exceeding \$100,000 placed under multiple award contracts. Stated in other words, there are five exceptions for such orders.

11.7. Ombudsman. In accordance with FAR 16.505(b)(4), contractors that are not selected to perform work under a task order award, may contact the designated Agency contract Ombudsman for the this contract. The Ombudsman is responsible for reviewing complaints from the contractors and ensures that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract and established guidelines. The designated Ombudsman for this contracts is:

The agency task order Ombudsman is as follows:

Mrs. Toye Latimore  
Business Deputy, Contracting  
Defense Security Cooperation Agency (DSCA)  
201 12<sup>th</sup> Street, South  
Suite 203  
Arlington, VA 22202  
(703) 601-3848 voice; (703) 602-1671 fax  
[toye.latimore@dsca.mil](mailto:toye.latimore@dsca.mil)

#### **11.8. Evaluation of Contractor's Task Order Performance.**

The COR shall complete a performance evaluation for each completed task order, regardless of dollar value, within thirty (30) days of completion. Performance evaluations shall also be completed at least annually for orders that have a performance period in excess of one year; annual performance evaluations shall be submitted not later than October 31<sup>st</sup> of each year. Performance evaluations may also be done as otherwise considered necessary throughout the duration of the order (but generally no more than quarterly). Performance evaluations shall be submitted to the Ordering Contracting Officer. The Ordering Contracting Officer shall submit the completed evaluation to the Contractor for comment. The contractor shall have 30 days in which to respond. The Ordering Contracting Officer and the COR will consider any comments provided by the contractor. The performance evaluation will have a copy of the contractor's comments attached.

#### **12.0 Payment Schedule.**

Invoices will be paid within 30 days of receipt. Invoices will be submitted to the COR for approval and certification prior to submitting to the corresponding DFAS office. The COR is responsible for submitting a DD 250 to certify all invoices.

1. Please submit invoices to the following addressee:

Defense Security Cooperation Agency (DSCA)  
Mrs. Lisa Davis  
201 12<sup>th</sup> Street, South, Ste 203  
Arlington, VA 22202-5408

Phone: (703) 604-0893



Fax: Fax: (703) 602-1671  
Email: [lisa.davis@dscs.mil](mailto:lisa.davis@dscs.mil)

2. The terms and conditions included in this IDIQ contract apply to all purchases made pursuant to it. In the event of any inconsistency between the provisions of this contract and the Contractor's invoice, the provisions of this contract will take precedence. The invoice document shall include as a minimum, the following information in order to ensure proper payment:

- a. Name and address of the contractor (legal and doing business as);
- b. Cage Code number;
- c. Invoice number and date;
- d. Contract Number and/or Task Order Number;
- e. Contract line items number(s) and/or sub line item number for; service/delivery rendered;
- f. Period of Performance covered by invoice;
- g. Name, title, and phone number of person to be notified in case of defective invoices.

#### INSTRUCTIONS FOR PAYMENT OFFICE:

Do not prorate payments on this contract. Invoices are to be paid per specific contract line item number (CLIN) and accounting classification reference number (ACRN) in order of allocation as cited by the contractor. A copy of the final paid invoice should be forwarded to the Issuing Office's address in block 9, SF 1449 or block 6, DD Form 1155.

#### ADDRESS:

Defense Security Cooperation Agency (DSCA)  
Mrs. Lisa Davis  
201 12<sup>th</sup> Street, South, Ste 203  
Arlington, VA 22202-5408

Phone: (703) 604-0893  
Fax: Fax: (703) 602-1671  
Email: [lisa.davis@dscs.mil](mailto:lisa.davis@dscs.mil)

#### 13.0 Contract POC:

Mrs. Lisa Davis

Contracting Officer

Defense Security Cooperation Agency (DSCA)

201 12<sup>th</sup> Street, South, Ste 203

Arlington, VA 22202-5408

Commercial: (703) 604-0893

Fax: (703) 601-1671

Email: [lisa.davis@dscs.mil](mailto:lisa.davis@dscs.mil)

## 14.0 Security

This requirement is considered UNCLASSIFIED, therefore no security clearance is required.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Buses FFP Buses for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Vans FFP Vans for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		
					<hr/>
				MAX NET AMT	



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Limousines FFP Limousines for transporting attendees to and from siminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Buses FFP Buses for transporting attendees to and from siminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Vans FFP Vans for transporting attendees to and from siminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Limousines FFP Limousines for transporting attendees to and from siminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Buses FFP Buses for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Vans FFP Vans for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Limousines FFP Limousines for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Buses FFP Buses for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Vans FFP Vans for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Limousines FFP Limousines for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Buses FFP Buses for transporting attendees to and from siminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Vans FFP Vans for transporting attendees to and from siminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Limousines FFP Limousines for transporting attendees to and from seminars/conferences/courses/symposiums FOB: Destination	1	Each		

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MAX  
NET AMT

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
	1	1.00	100	100,000.00
0002		\$		\$
	1	1.00	100	100,000.00
0003		\$		\$
	1	1.00	100	100,000.00
1001		\$		\$
	1	1.00	100	100,000.00
1002		\$		\$
	1	1.00	100	100,000.00
1003		\$		\$
	1	1.00	100	100,000.00
2001		\$		\$
	1	1.00	100	100,000.00
2002		\$		\$
	1	1.00	100	100,000.00
2003		\$		\$
	1	1.00	100	100,000.00
3001		\$		\$
	1	1.00	100	100,000.00

3002		\$		\$
	1	1.00	100	100,000.00
3003		\$		\$
	1	1.00	100	100,000.00
4001		\$		\$
	1	1.00	100	100,000.00
4002		\$		\$
	1	1.00	100	100,000.00
4003		\$		\$
	1	1.00	100	100,000.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-SEP-2006 TO 14-SEP-2007	N/A	DEFENSE SECURITY COOPERATION AGENCY-CON LISA DAVIS 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408 703-604-0893 FOB: Destination	HQ0013

0002	POP 15-SEP-2006 TO 14-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0003	POP 15-SEP-2006 TO 14-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1001	POP 15-SEP-2007 TO 14-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1002	POP 15-SEP-2007 TO 14-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1003	POP 15-SEP-2007 TO 14-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2001	POP 15-SEP-2008 TO 14-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2002	POP 15-SEP-2008 TO 14-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2003	POP 15-SEP-2008 TO 14-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3001	POP 15-SEP-2009 TO 14-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3002	POP 15-SEP-2009 TO 14-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3003	POP 15-SEP-2009 TO 14-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4001	POP 15-SEP-2010 TO 14-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4002	POP 15-SEP-2010 TO 14-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4003	POP 15-SEP-2010 TO 14-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul OCT 1995)	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.212-3	Offeror Representations and Certification--Commercial Items	MAR 2005
52.216-27	Single or Multiple Awards	OCT 1995



52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-11	Special 8(A) Contract Conditions	FEB 1990
52.219-12	Special 8(A) Subcontract Conditions	FEB 1990
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-17	Section 8(A) Award	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-17	Charges	APR 1984
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2005
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.



(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the



annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### **ADDENDUM TO FAR 52.212-1 INSTRUCTION TO OFFERORS - - COMMERCIAL ITEMS (OCTOBER 2000)**

1. Addendum to Paragraph (b) Submission of offers. In addition to those requirements as stated in paragraph (b), the following are added and shall apply to the submission requirements in response to this solicitation:

(1) Proposal Format - All offerors must submit written proposal materials as described below and in the quantities of each volume as stated. In addition, the Offeror should also provide an electronic version of its proposal on Microsoft Windows-compatible 3.5-inch 1.4 MB diskette(s) or 650 MB CD-Rom (CD-R) in Microsoft Windows Word 2000 and Excel 2000 format or latest version. Any pricing information will be on separate disk(s) from the technical information. In the case of a conflict between the electronic and the hard copy, the hard copy will be considered the correct version.

Volume I - Contracting/Pricing Volume - (Submit 1 with original documents, and 3 copies):  
Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness through the use of a sample task proposal. All offerors must submit a sample task price proposal for price evaluation based on the following hypothetical task: (1) one bus to transport 35 conference attendees from the Residence Inn, Pentagon City, VA to the Coast Guard Headquarters Bldg,

Washington DC with a return trip back to the Residence Inn. Instructions for preparation of the Contracting/Pricing Proposal are provided at Paragraph 2 (Proposal Composition Requirements and instructions) below.

Volume II – Technical Capability (Submit 1 with original documents and 3 copies) - The Technical Capability Statement will consist of a 50 pages or less document that outlines the company's concept of operations, to include its skills and capability to meet the requirements of this acquisition. Offerors must demonstrate capability and experience in the areas of; understanding of the work, management of operations, and quality control as described in Paragraph 2 (Proposal Composition Requirements and instructions) below. The Technical Capability Statement will be evaluated against the criteria listed under Evaluation Factors in the addendum to FAR 52.212-2, Evaluation, Commercial Items.

Volume III - Past Performance Information (Submit 1 with original document and 3 copies) - The offeror must submit Past Performance Documentation in accordance with instructions provided below in the proposal composition requirements and instructions.

## (2) Proposal Composition Requirements and Instructions

### Volume I – Contracting/Pricing Volume:

1. The Contracting/Pricing Volume shall consist of the OFFER (the solicitation document as completed and signed to include, as a minimum, the pricing sheet /schedule B, filled in for the base year (one year) and all option years (four-one year options) , all certifications required and the sample task price proposal based on the above hypothetical task (see Volume I – Contracting/Pricing Volume).

2. The offerors are cautioned that no reference to proposed price(s) shall be made in any other volumes but volume I.

3. Offerors shall comply with all requirements of the proposal submission instructions. Deviations shall be fully explained; however, inclusion of price/cost in documents other than the Price Proposal is not an acceptable deviation.

### Volume II – Technical Capability:

1. The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below:

a. Sub-Factor A, Understanding of the Work - As a minimum, the offeror should demonstrate knowledge and understanding of the required services.

b. Sub-Factor B, Management of Operations - As a minimum, the contractor must describe how the Contractor intends to meet the performance objectives identified in the PWS, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

c. Sub-Factor C, Quality Control (QCP) - The QCP must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure



compliance with all contract requirements. The Quality Control Plan must include all elements in the PWS and Performance Requirements Summary.

### Volume III - Past Performance Information

***NOTE: In the event that an Offeror has no Past Performance history, e.g. a new firm, this rating factor will be considered neutral and will neither increase an Offeror's overall rating nor decrease it.***

1. The offeror shall provide a minimum of five (5) references relevant to its past performance and its major subcontractor's past performance in providing similar services under existing or prior contracts for the last 5 years. The offeror shall have its references complete the Past Performance Questionnaire (PPQ) and have the references submit the completed PPQ directly to the Contracting Officer Mrs. Lisa Davis, Defense Security Cooperation Agency (DSCA) 201 12<sup>th</sup> Street, South, Ste 203, Arlington, VA 22202 before the closing date of this solicitation. Fax copies of the PPQ are acceptable and should be sent to 703-602-1671.

2. The offeror shall provide a list of no more than three (3) contracts completed within the past three years, which clearly demonstrates the offeror's performance relevant to the requirements and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, state and local government agencies and commercial customers.

3. Offerors that are newly formed entities without prior contracts or new to the solicitation requirements, with no relevant past performance history, must list no more than three (3) references, for all key personnel whose experience the offeror proposes will demonstrate their ability to perform the solicitation requirements.

4. Include the following information for each contract:

- Name and address of contracting activity, state or local government agency, or commercial customer.
- Point of contact (POC). - Contract number.
- Contract type (fixed price/cost reimbursement, competitive/non competitive, negotiated/sealed bid)
- Contract value.
- A description of the services/work required under the contract, including performance location (s) and performance period.
- Name, telephone number, and facsimile number of the Contracting Officer or other individual responsible for awarding the contract.
- Name, telephone number, and facsimile number of the Administrative Contracting - Officer or other individual responsible for administering the contract.
- Name, telephone number, and facsimile number of program manager, operations officer or other individual responsible for technical oversight of contract performance.

5. The offeror should provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance. General performance information will be obtained from the references.

6. The offeror may describe any widely recognized quality awards or certifications that the offeror has earned. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications. Identify the segment of the company (one division or the entire company) that received the award or certification and when the award or certification was bestowed. If the award or certification is more than three years old, present evidence that the qualifications still apply.



7. The Government may contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The sub factors are list below:

a. Sub-Factor A, Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.

b. Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.

c. Sub-Factor C, Business Practices/Customer Satisfaction: Will be evaluated for the conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

(3) Proposal preparation costs – This Request for Proposal does not commit the Government to pay any costs incurred in the preparation and submission of your proposal or in making any necessary studies for the preparation thereof, or for any visit the Contracting officer may request for the purpose of clarification of the proposal or for preparation of negotiations. By the submission of its offer, the offeror assumes all cost associated.

2. Addendum to Paragraph (c) Period for acceptance of offers: This paragraph (c) is changed to read as follows: The Offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

3. Addendum to Paragraph (e) Multiple offers. This paragraph (e) is changed to read as follows: Multiple offers presenting alternative terms and conditions will not be accepted.

4. Addendum to Paragraph (h) Multiple awards. This paragraph (h) is changed to read as follows: The Government may accept any item or group of items of an offer. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

End of Addendum to 52.212-1

## PAST PERFORMANCE SURVEY

### I. Evaluation of Offeror:

Company/Division Providing Services:

\_\_\_\_\_

Address: \_\_\_\_\_

Description of Services Provided:

\_\_\_\_\_  
\_\_\_\_\_

Contract Number: \_\_\_\_\_ Dollar Value (Annual): \_\_\_\_\_

Performance Period: \_\_\_\_\_ Performance Location: \_\_\_\_\_

Type of Contract:

Check One:

Fixed Price \_\_\_\_\_ Cost Reimbursement \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Check One:

Negotiated \_\_\_\_\_ Sealed Bid \_\_\_\_\_ Competitive \_\_\_\_\_ Non-Competitive \_\_\_\_\_

Basis of Payment:

Commodity \_\_\_\_\_ Labor/Equipment Hours \_\_\_\_\_ Other (specify) \_\_\_\_\_

Type & Extent of Subcontracting: \_\_\_\_\_

II. Evaluated by:

Company/Organization/Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

III. Evaluation:

Please answer questions 1 through 15 using the following criteria. Circle only one response per question. For elements rated "unsatisfactory", please comment on the specific problem(s) or performance failure(s) that prompted this rating.

4 - Exceptional: Performance met and exceeded many of the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with few minor problems for which corrective actions were highly effective.

3 - Very Good: Performance met and exceeded some to the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were effective.

2 - Satisfactory: Performance met contractual requirements. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were satisfactory.

1 - Marginal: Performance barely met contractual requirements. The contractual performance of the element being evaluated reflects a serious problem for which corrective actions have not yet been identified, appear only marginally effective or were not fully implemented.

0 - Unsatisfactory: Performance did not meet some contractual requirement and recovery is not likely in a timely manner. The contractual performance of the element being evaluated reflects serious problems for which corrective actions were ineffective.

N/A: Not Applicable or not observed.

1. Evaluate the contractor's overall commitment to quality performance and customer satisfaction.

4 3 2 1 0 N/A

Comment:

2. Evaluate the contractor's overall technical competence.

4 3 2 1 0 N/A

Comment:

3. Evaluate the contractor's cooperation and willingness to work as a team (with your personnel, other contractors, etc.).

4 3 2 1 0 N/A

Comment:

4. Evaluate the contractor's compliance with contractual requirements.

4 3 2 1 0 N/A

Comment:

5. Evaluate the contractor's responsiveness to contract, program and/or schedule changes.

4 3 2 1 0 N/A

Comment:

6. Evaluate the effectiveness of the contractor's overall quality control procedures.

4 3 2 1 0 N/A

Comment:

7. Evaluate the effectiveness of the contractor's safety program or efforts.

4 3 2 1 0 N/A

Comment:

8. Evaluate the effectiveness of the contractor's cargo loss and damage prevention program or efforts.

4 3 2 1 0 N/A

Comment:

9. Evaluate the effectiveness of the contractor's on-site management and supervision.

4 3 2 1 0 N/A



Comment:

10. Evaluate the contractor's ability to overcome technical problems, labor issues, and/or other performance difficulties.

4 3 2 1 0 N/A

Comment:

11. Evaluate the contractor's ability to plan and conduct operations in the most cost effective manner.

4 3 2 1 0 N/A

Comment:

12. Evaluate the contractor's ability to adhere to schedules and complete work on time.

4 3 2 1 0 N/A

Comment:

13. Evaluate the quality and stability of the contractor's workforce.

4 3 2 1 0 N/A

Comment:

14. Evaluate the availability, adequacy and suitability of the contractor's staffing for the work required.

4 3 2 1 0 N/A

Comment:

15. Evaluate the availability, adequacy and suitability of the contractor's gear and equipment for the work required.

4 3 2 1 0 N/A

Comment:

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to (3) three responsible offerors whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1. Technical Capability**
- 2. Past Performance**
- 3. Price**

Technical Capability is divided into three sub-factors: (1) Understanding of the Work (2) Management of Operations and (3) Quality Control.

Past Performance contains three sub-factors which are of equal important to each other: (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction.

#### **ORDER OF IMPORTANCE**

*Technical Capability is most important. Past Performance is significantly less important than technical capability. When combined, all non-priced factors are significantly more important than price.*

b. Factor 1, Technical Capability: The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below

(1) Sub-Factor A, Understanding of the Work: Demonstrated knowledge and understanding of the required services.

(2) Sub-Factor B: Management of Operations: The contractor must describe how the Contractor intends to meet the performance objectives identified in the PWS, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

(3) Sub-Factor C: Quality Control Plan (QCP): The QCP must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. The Quality Control Plan must include all elements in the PWS.

*All subfactors for technical capability will be of equal importance.*

c. Factor 2, Past Performance: Past performance information will be obtained from references provided by the offeror who completed the Past Performance Questionnaire and from other sources known to the Government or learned of in the course of the evaluation. An offeror who has no relevant past performance history for a particular sub-factor will not be evaluated favorably or unfavorably (i.e. will be given a neutral rating for that factor.) Each offeror will be evaluated on performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the contract under consideration.

The Government may contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The following are sub-factors:

(1) Sub-Factor A, Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.

(2) Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.

(3) Sub-Factor C, Business Practices/Customer Satisfaction: Will be evaluated for the Conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

*All subfactors for past performance will be of equal importance.*

d. Factor 3 Price: The price for each CLIN will be evaluated separately. Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together. The determination that the total price is reasonable will be made through the use of a sample task proposal. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

#### **Related Definitions.**

1. **Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.
2. **Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
3. **Advantage/Enhancement.** An advantage/enhancement describes some element of a response that notably enhances an aspect of the offeror's ability to perform the effort or that represents a significant benefit to the Government.
4. **Clarifications.** Limited exchanges, between the Government and offerors that may occur when award without discussions is contemplated. These limited exchanges may be used to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
5. **Risk** | The degree of probability that an offeror will not perform contract requirements as promised. The level of uncertainties that exist in the proposal will jeopardize successful execution of an approach or plan.

#### **Proposal Ratings.**

To ensure a thorough and fair evaluation, it is imperative that the ratings be consistently applied across proposals. The following adjectival ratings will be used to rate each proposal, less the price factor.

- (1) **Excellent:** To receive this rating, proposed offer demonstrates a thorough understanding of the



requirements; offers one or more significant advantages not offset by disadvantages. The Offeror has a very high probability of success in completing the requirements. All factors/sub factors must have received a rating of Excellent/Low Risk.

- (2) Good: To receive this rating, proposed offer demonstrates a good understanding of the requirements; offers one or more advantages not offset by disadvantages. The Offeror has a high probability of success in completing the requirements. All factors/sub factors must have received a rating of a least Good/Medium Risk.
- (3) Satisfactory: To receive this rating, proposed offer demonstrates an acceptable understanding of the requirements; any advantages are offset by disadvantages. The Offeror has a moderate probability of success in completing the requirements.  
All factor/sub factors must have received a rating of at least Satisfactory/Medium Risk.
- (4) Unsatisfactory: To receive this rating, the proposal contains major errors, omissions or deficiencies or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions can not be corrected without a major rewrite or revision of the proposal.
- (5) High Performance Risk: Likely to cause significant disruption to schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.
- (6) Moderate Performance Risk: Can potentially cause some disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.
- (7) Low Performance Risk: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.
- (8) Neutral: Insufficient relevant past performance information available.

***3. Award on Initial proposals. The contracting officer retains the right to evaluate offers and make award without discussions with offerors. Therefore offerors are encouraged to insure that initial proposals contain the offeror's most favorable terms and reflect its best possible performance potential.***

4. The offer will be considered acceptable if, and only if, the offeror submits the information as required in the Instructions to Offerors, FAR 52.212-1, and Addendum to FAR 52.212-1, and manifests the offeror's unconditional assent to the terms and conditions of the solicitation, including the Performance Work Statement.

5. Discussion/Negotiations: The Contracting Officer may clarify all information submitted in response to the solicitation as necessary to evaluate the proposals, and notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.

(End of clause)

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

X  (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9



- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- X\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).



\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple award IDIQ contract resulting from this solicitation.

(End of clause)



## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 15 Sep 2006 through 14 Sep 2011 [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$100,000.00 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of 100,000.00 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in



the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 14 Sep 2011 [insert date].

(End of clause)